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8 UNITED STATES DISTRICT COURT  
9 WESTERN DISTRICT OF WASHINGTON  
10 AT TACOMA

11 DANIELA COHN-AIZIC, an individual,

12 Plaintiff,

13 vs.

14 AVIS BUDGET GROUP, INC., a foreign  
15 corporation, d/b/a BUDGET RENT A CAR and  
16 BUDGET RENT A CAR SYSTEM, INC., a  
17 foreign corporation,

18 Defendants.  
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Case No. 3:17-cv-05527-RJB

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW IN SUPPORT  
OF APPLICATION FOR ENTRY OF  
JUDGMENT**

The Plaintiff Daniela Cohn-Aizic, has moved this Court for entry of Default Judgment against Defendants Avis Budget Group, Inc. and Budget Rent A Car System, Inc. (collectively, “Defendants”). Said motion having been properly supported by the Complaint for Damages, the Entry of Default, Declaration of Daniela Cohn-Aizic, and Declaration of Spencer D. Freeman, the court enters the following:

**I. FINDINGS OF FACT**

1. Defendant Avis Budget Group, Inc. owns and operates Budget Rent A Car

1 System, Inc., and does business as Budget Rent A Car.

2 2. Defendant Budget Rent A Car System, Inc. does business as Budget Rent A Car.

3 3. On July 8, 2015, Plaintiff Daniela Cohn-Aizic rented a Mitsubishi Mirage, Texas  
4 license plate DVB4782, from Budget Rent A Car.

5 4. At some time prior to renting Cohn-Aizic the Mirage, Budget Rent A Car reported  
6 the same car as stolen to law enforcement. Upon obtaining possession of the car, after reporting  
7 the car stolen, Budget Rent A Car failed to inform law enforcement that the car had been  
8 returned.

9 5. Budget Rent A Car rented the Mitsubishi Mirage, Texas license plate DVB4782,  
10 to Cohn-Aizic with the car actively reported as stolen with law enforcement.

11 6. On July 11, 2015, Cohn-Aizic drove the Mirage from South Padre Island towards  
12 Corpus Christi, Texas.

13 7. During this trip, on an isolated highway, Cohn-Aizic was confronted by an  
14 undercover law enforcement officer.

15 8. The undercover law enforcement determined that the Mirage, driven by Cohn-  
16 Aizic, was stolen and conducted a high risk stop of Cohn-Aizic, with the belief that the driver  
17 had stolen the car.

18 9. Given that the undercover law enforcement officer was not marked as law  
19 enforcement, Cohn-Aizic was placed in fear for her life and safety, believing that the undercover  
20 officer was hunting her down.

21 10. Upon pulling over, the undercover officer directed his shotgun at Cohn-Aizic.

22 11. After pulling over, another 6 to 8 law enforcement officers arrived, also directing  
23 their weapons at Cohn-Aizic while instructing her to get out of the car. During this time, Cohn-  
24 Aizic was fearful for her life, and without knowledge as to why she was stopped at gun point.

25 12. After Cohn-Aizic out of the car, forced to the ground, and handcuffed, she was  
26 informed that she was arrested for stealing the car.



1           4.       Cohn-Aizic's use and possession of the Mirage was interrupted for two hours on  
2 July 11, 2015.

3           5.       The interruption of Cohn-Aizic's use and possession of the Mirage was the result  
4 of Avis Budget Group, Inc. and Budget Rent A Car System, Inc. failure to inform law  
5 enforcement of the return of the Mirage after having reported the car stolen.

6           6.       Avis Budget Group, Inc. and Budget Rent A Car System, Inc. failure caused a  
7 breach of the agreement with Cohn-Aizic.

8           7.       Avis Budget Group, Inc. and Budget Rent A Car System, Inc.'s breach caused  
9 damages valued at \$35.02.

10          8.       Avis Budget Group, Inc. and Budget Rent A Car System, Inc. report to law  
11 enforcement that the Mitsubishi Mirage, Texas license plate DVB4782, had been stolen created a  
12 reasonable duty of care for Avis Budget Group, Inc. and Budget Rent A Car System, Inc. to  
13 ensure that, upon return of the car, law enforcement was notified of the return.

14          9.       Avis Budget Group, Inc. and Budget Rent A Car System, Inc. violated this  
15 reasonable duty of care when the Mirage was rented to Cohn-Aizic but law enforcement had not  
16 been notified of the previous return of the car.

17          10.       Avis Budget Group, Inc. and Budget Rent A Car System, Inc.'s breach of the  
18 reasonable duty of care resulted in and was the proximate cause of damages to Cohn-Aizic.

19          11.       The damages to Cohn-Aizic include emotional damages for the fear for her life,  
20 panic, and anxiety as she was pursued by an undercover law enforcement officer; for fear, panic,  
21 and anxiety as she was ordered from her car at gun point by 6-8 law enforcement officers  
22 without knowledge of why; for fear, panic, and anxiety for being held for two hours handcuffed  
23 and at gun point while being accused of and investigated for car theft; and for the lingering fear,  
24 panic, and anxiety since the incident. A reasonable amount of damages to compensate Plaintiff  
25 for said harm is \$350,000.00.

26          12.       Avis Budget Group, Inc. and Budget Rent A Car System, Inc. are joint and

1 severally liable for the damages to Cohn-Aizic.

2 **III. CONCLUSION**

3 It is **ORDERED, ADJUDGED, and DECREED** that Avis Budget Group, Inc. and  
4 Budget Rent A Car System, Inc. PAY TO PLAINTIFF damages in the amount of \$35.02 for  
5 breach of contract.

6 It is further **ORDERED, ADJUDGED, and DECREED** that Avis Budget Group, Inc.  
7 and Budget Rent A Car System, Inc. PAY TO PLAINTIFF damages in the amount of \$350,000  
8 for negligence.

9 It is further **ORDERED, ADJUDGED, and DECREED** that the Clerk should enter  
10 judgment consistent herewith.

11 DATED this the 6<sup>th</sup> day of November, 2017.

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15 ROBERT J. BRYAN  
16 United States District Judge  
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